



CITY OF SAN ANTONIO

*CONSOLIDATED HUMAN DEVELOPMENT SERVICES FUNDING
POOL*

TECHNICAL WORKBOOK



Collaborative Effort

**City of San Antonio Department of Community Initiatives and
Department of Housing and Community Development**
FY 2005 and FY 2006

TABLE OF CONTENTS

	Page
I. Overview	3
II. Contract Administration	3
A. Department of Housing and Community Development	4
B. Department of Community Initiatives	5
III. Statutory Guidelines and Special Provisions	
A. Community Development Block Grant (CDBG) Contractors	7
B. Child Care Development Fund (CCDF) Contractors	10
C. Community Services Block Grant (CSBG) Contractors	13
D. Emergency Shelter Grant (ESG) Contractors	14
E. Housing Opportunities for Persons with AIDS (HOPWA) Contractors	17
IV. Glossary of Terms	20
V. References (Website addresses: applicable laws, regulations and policies)	24

I. OVERVIEW

In an effort to maximize financial resources during fiscal years 2005 and 2006, the City of San Antonio (the "City") through its Departments of Housing and Community Development and Community Initiatives has established a Consolidated Public Service Funding process. Since funds provided are competitively allocated, organizations interested in providing and administering these Public Service activities are encouraged to submit a proposal highlighting their specific programs and detailing current resources available to conduct the anticipated activities. The competitive solicitation period shall begin in February 2004, and effectively culminate in submission of funding recommendations and budget adoption July 2004. Although Child Care Development Block Grant (CCDF) funds and One-Time City of San Antonio General Funds for Homeless and Hunger Services may be available around July 1, 2004, the remaining funding sources shall be available for release on or about October 1, 2004. Other funds, as they may become available throughout FY05 and FY06 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

Contractor agrees that funding from the City will be limited to not more than 65% of the total agency revenues for FY2005 and 50% of the total agency revenues for FY2006. This limit is NOT for the program, but is for the entire agency. City shall review total agency budgets at the end of the first quarter of the contract, if the 65% or 50% limit is not met respectively, the City will require Contractor to reduce its City-funded budget accordingly to meet this limit. Funds reduced as a result of the 65% or 50% cap, shall be reprogrammed to other agencies upon approval by the City Council. Agencies not meeting their 65% match requirement for FY 2005, on or before December 31, 2004, is subject to cancellation and reprogramming of the City's funds awarded on June 25, 2004.

Contractor agrees that all amendments to any of the applicable laws in this Contract including the **Technical Workbook** and **Federal Compliance Manual** shall be incorporated automatically into the Contract.

II. CONTRACT ADMINISTRATION

A. Department of Housing and Community Development Administered Contracts

All Contracts administered by the Department of Housing and Community Development shall comply with the following Special Provisions:

- 1) Contractor understands and agrees from commencement date of contract execution to gather information and data relative to all programmatic and financial reporting.
- 2) Contractor understands and agrees that it will cooperate with the Department of Housing and Community Development staff in such a way so as not to obstruct or delay its monitoring of Contractor's performance and that it shall designate one of its staff to coordinate the monitoring process as requested by CITY staff.
- 3) Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at <http://www.sanantonio.gov/hcd/pdf/Conplan.pdf>. Only CDBG Public Service funds will be distributed through the Request for Proposals generated in connection with this Technical Workbook.

II. CONTRACT ADMINISTRATION (cont.)

B. Department of Community Initiatives Administered Contracts

All Contracts administered through the Department of Community Initiatives shall comply with the following Special Provisions:

- 1) Contractor shall comply with the Department of Community Initiatives' policy on Supportive Services as well as any other Department of Community Initiatives policies applicable to Delegate Agencies. Applicable policies shall be provided to Contractor by said Department upon execution of the contract.
- 2) Contractor shall provide family outreach services and/or application assistance for the Children's Health Insurance Program (CHIP). Contractor shall also provide information on the TexCare Partnership program and application assistance for eligible children who are not currently covered under a health insurance plan. Contractor shall also maintain and provide to the City's Department of Community Initiatives, in a monthly report, the following information:
 1. number of eligible children not covered by a health insurance plan; and
 2. information and application assistance provided by the Contractor to eligible families.
- 3) Contractor shall disseminate information on the Better Jobs Kindergarten Readiness Guidelines (hereinafter referred to as "Readiness Guidelines") program to all program participants and to the general public. Contractor shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines, and shall submit on a monthly basis reports of said records to City's Department of Community Initiatives.
- 4) The contractor shall disseminate information to the general public on information about the Women, Infants and Children (WIC) Program. The contractor shall assist families, who may be eligible for WIC services, in locating a WIC program office and provide the necessary referral to the family. The contractor shall provide information about other potential sources of food assistance in the local area to individuals who apply for the WIC program, but who cannot be served because the program is operating at capacity in the local area.
- 5) The contractor shall disseminate information to the general public on information about the Texas Food Stamp Program. The contractor shall assist families, who may be eligible for food stamps, in locating a program office and provide the necessary referral to the family.
- 6) The contractor shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The contractor shall be prepared to offer basic referrals to these services based on the individual needs of the family.
- 7) Contractor shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Contractor shall provide participants

II. Contract Administration (cont'd)

with referrals to the City of San Antonio, Department of Community Initiatives, and Volunteer Income Tax Assistance (VITA) program. If available, the contractor shall provide office space for VITA volunteers to complete tax returns.

- 8) Contractor shall allow City's Department of Community Initiatives' Community Action staff to train Contractor's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Contractor staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Contractor shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Community Action Office, located at 115 Plaza de Armas, Ste 150, San Antonio, TX 78205. Community Action staff shall provide support for contractor in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.
- 9) Contractor agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects **WARM** (*Winter Assistance Relief Mobilization*) and **REAP** (*Residential Energy Assistance Partnership, Inc.*) to low-income and elderly residents who are City Public Service ("CPS") customers. Contractors in the categories of Safety Net and Family Strengthening (Community Safety Net Program shall include, but not be limited to, services for elderly and other certain groups under this funding category), may at the sole discretion of the City, be required to perform these duties.

If selected by City to conduct Project WARM and REAP eligibility determination services, Contractors understand and agree that said services are part of the consideration for the City's award of funds. **Contractors further understand and agree that City shall not compensate Contractors for said services. Contractor further understands and agrees that City shall not reimburse Contractor for any costs or expenses associated with said services or for Contractor making assistance credit recommendations to City.** Contractor shall allow City's Department of Community Initiatives', Community Action staff, to train Contractor's staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Contractor upon execution of this contract.

III. Statutory Guidelines and Special Provisions

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CITY has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (**hereinafter referred to as Community Development Act**), as amended for utilization in connection with its Community Development Block Grant (CDBG) Program. As such, Contractors receiving contracts administered by the Department Housing and Community Development shall comply with the following Special Provisions:

1) The federal government defines Public Service programs as activities “directed towards improving the community’s public services and/or facilities including, but not limited to, those concerned with employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs.” In most cases, as direct beneficiaries, clients benefiting from CDBG supported Public Service activities must be documented as having gross annual household incomes not exceeding eighty-percent (80%) of San Antonio’s median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines. **In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.**

2) Successful Proposers funded through CDBG will be subject to the following Special provisions:

- Department of Labor Regulations (29 CFR Part 5, as amended)
- The Copeland Anti-Kickback Act (18 USC 874), as amended, and as supplemented by Department of
- Labor regulations (29 CFR Part 3, as amended),
- The Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as amended, and as supplemented by Department of Labor regulations (29 CFR Part 5, as amended)
- Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (41 CFR, chapter 60, as amended)
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits

3) Contractor shall comply with applicable uniform administrative requirements, as promulgated in Title 24 CFR 570.502.

4) Contractor further assures and certifies that if the regulations and issuances promulgated pursuant to the Community Development Block Grant rules and guidelines are added to, amended or revised, it shall comply with them or notify the City as provided in this Contract. Contractor understands and agrees that if the regulations and issuances promulgated pursuant to the Community Development Act are amended or revised, it shall comply with them or otherwise immediately notify City pursuant to the provisions of Article XXVI (26.1) of this Contract.

5) Contractor understands and agrees that eligible activities funded under the Community Development Block Grant (CDBG) Program, must meet the National Objectives as defined in the Code of Federal Regulations, 570.208 (a)(2)(1)(A), stating that the services provided must be a direct benefit to “low and moderate” income-limited clientele.

6) Contractor assures and certifies that it will comply with the requirements of the Community Development Act and with all applicable Community Development Block Grant (CDBG) regulations promulgated there under as Title 24 570.200 of the Code of Federal Regulations.

7) Contractor assures that all contractors and subcontractors receiving funds in connection with a CDBG funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual and that a copy of said Federal Compliance Manual which shall be provided to Contractor during as part of every Contract awarded in connection with this Project. **In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit A".**

8) The following Special Condition Clauses are applicable to **all** CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part

135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

III. Statutory Guidelines and Special Provisions (cont.)

B. Child Care Development Fund Block Grant (CCDF)

The City of San Antonio receives CCDF funds through a contract with the Alamo Workforce Development, Inc. Based on availability, federal matching funds will support local initiatives that improve the quality of early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIA) programs.

1) Contractors funded through CCDF shall comply with the following laws:

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.
- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas Workforce Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Community Initiatives upon request.
- Any other applicable federal, state, and local laws, including City and Alamo Workforce Development, Inc. rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) **ADDITIONAL RIGHTS IN DATA**

Alamo Workforce Development, Inc. shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this Contract.

3) ADDITIONAL ETHICS REQUIREMENTS

- a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.
- b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- c) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Article XXVI, Section 26.1 of this Contract and Alamo Workforce Development, Inc. at the address in Section (6) below, in writing of any potential conflict of interest which arises at any time during the term of this Contract.

4) ADDITIONAL COMMUNICATIONS/NOTICES

In addition to the parties listed in Article XXVI, Section 26.1 of this contract, Contractor shall also submit all communications and notices to Alamo Workforce Development, Inc. in the same manner as set forth in Article XXVI, Section 26.1 of the contract to the address below:

Executive Director
115 Travis, Suite 220
San Antonio, TX 78205

5) ADDITIONAL AUDIT / RECORDS INSPECTION

In addition to the requirements set forth in Article VIII, Section 8.1 of this Contract, Contractor further agrees that all records and files with respect to all matters covered by or related to this Contract will be open for inspection and audit at any reasonable time during the term hereof by representatives of Alamo Workforce Development, Inc., and shall continue to be available for a period of three (3) years after the termination date hereof; If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

In addition to the requirements set forth in Article XXIV, Section 24.1 of this Contract, Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing and approved by Managing City Department and Alamo Workforce Development, Inc.

7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

In addition to the requirements set forth in Article XXIII, Section 23.1 of this Contract, Contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Alamo Workforce Development, Inc.

8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Alamo Workforce Development, Inc. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by Managing City Department and Alamo Workforce Development, Inc., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-Contractors.

III. Statutory Guidelines and Special Provisions (cont'd)

C. Community Services Block Grant (CSBG)

Applicable Laws

The City of San Antonio receives CSBG funds through a contract with the Texas Department of Housing and Community Affairs.

1) Contractors funded through CSBG shall comply with the following laws:

- Public Law 103.252 which can be found at www.ncaf.org/csbg.htm
- Community Services Block Grant 42 USC Sections 9901 through 9926
- TAC Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Rules § 5.144, §5.145, §5.150 and §5.167 – pertaining to Uniform Grants and Management Standards

2) Persons served through CSBG funds must meet income eligibility guidelines including having incomes at or below 125% of the Poverty Level.

3) Contractor agrees to adhere to all the requirements of the Results Oriented Management and Accountability (ROMA) system; a tool designed to measure consistent results of the Contractor's service delivery throughout the Contractor's service delivery period. Texas Department of Housing and Community Affairs (TDHCA) mandate this requirement in accordance with CSBG Policy Issuance 98.12.8.

III. Statutory Guidelines and Special Provisions (cont'd)

D. Emergency Shelter Grant (ESG)

Applicable Laws:

The City of San Antonio is the grantee that receives ESG funds through a contract with the U.S. Department of Housing and Urban Development. Through this RFP, the City makes ESG funds available to eligible recipients, which can be either local government agencies or private nonprofit organizations. The Emergency Shelter Grants program provides homeless persons with basic shelter and essential supportive services. It can assist with the operational costs of the shelter facility, and for the administration of the grant. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

ESG funds are available for the rehabilitation or remodeling of a building used as a new shelter, operations and maintenance of the facility, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, childcare, etc.), homeless prevention, and grant administration.

1) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other federal, state and local grants; and from "in-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time.

2) Contractors funded through ESG shall comply with the following laws:

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits
- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at <http://www.hud.gov/offices/cpd/homeless/rulesandregs/regulations/576esg/index.cfm>
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

3) Contractor assures that all contractors and subcontractors receiving funds in connection with an ESG funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual and that a copy of said Federal Compliance Manual which shall be provided to Contractor during as part of every Contract awarded in connection with this Project. **In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit A".**

4) Contractors receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local grants **and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects.** "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time **may be used as match for service contracts such as operations of a facility or supportive services.**

5) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

6) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

III. Statutory Guidelines and Special Provisions (cont'd)

E. Housing Opportunities for Persons with AIDS (HOPWA)

Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons With Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

1) Contractors funded through HOPWA shall comply with the following laws:

- HOPWA Regulations – CFR Title 24, Part 91, Section 574 can be found at <http://www.hud.gov/offices/cpd/aidshousing/lawsregs/regs/index.cfm>
- Americans with Disabilities Act at USC 42 12101-12213 as codified under CFR Title 28
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

2) Contractor assures that all contractors and subcontractors receiving funds in connection with a HOPWA funded project shall comply with, any and all applicable rules and regulations as contained in the CITY's Federal Compliance Manual and that a copy of said Federal Compliance Manual which shall be provided to Contractor during as part of every Contract awarded in connection with this Project. **In the event of conflict between this Contract, and the Federal Compliance Manual, the Federal Compliance Manual shall control. Said Manual is attached hereto, and incorporated herein for all purposes as "Exhibit A".**

3) Contractor shall not discriminate against "Committed Couples" which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

4) The following Special Condition Clauses are applicable to all CDBG, HOME, ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IV. GLOSSARY OF TERMS

Amendment – An agreement executed by all parties to a Contract subsequent to the original execution date of such Contract which modifies provisions of such Contract.

Audit - A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Technical Workbook, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Texas or other applicable federal agency requirements.

AWD - The Alamo Workforce Development, Inc.

AWDB - The Alamo Workforce Development Board

City - City of San Antonio, a Texas municipal corporation

Contractor - A service provider or program operator under contract with the City of San Antonio.

CCDF – Child Care Development Funds

CSBG - Community Services Block Grant

ESG – An acronym for the Emergency Shelter Grant from HUD

Family: See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the Consolidated Plan differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage or adoption.

Federal Poverty Income Limits (FPIL) – see Poverty Level

General Fund - Funds that originate from the tax base or fees and fines collected by the City of San Antonio. These funds are generally adopted for expenditure in the City's budget through an ordinance.

Grantor – The organization that provides grant funds to the City.

HHS – U.S. Department of Health and Human Services

HOPWA – Housing Opportunities for Persons with AIDS grant from HUD

Household: One or more persons occupying a housing unit.

HUD – U.S. Department of Housing and Urban Development

HUD Income Definitions - Annual income as defined under the Section 8 Housing Assistance Payments program at (24 CFR 813.106) or Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- A. Wages, salaries, tips, commissions, etc;
- B. Self-employment income from own nonfarm business, including proprietorships and partnerships
- C. Farm self-employment income
- D. Interest, dividends, net rental income, or income from estates or trusts;
- E. Social Security or railroad retirement;
- F. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- G. Retirement, survivor, or disability pensions; and
- H. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040) for individual Federal annual income tax purposes.

Low- and moderate-income household - a household having an income equal to or less than the Section 8 income guideline limits established by HUD.

Low- and moderate-income person - a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Moderate-income household - a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person - a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Monitoring - The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

Ordinance - A law enacted by the City Council of the City of San Antonio

Participant - An individual who has been determined eligible for and who is receiving program services.

Policies - Guidelines for management of programs that have been developed using relevant federal and state laws, state rules, funding limitations, information from grantors, the public, and the goals of the individual programs.

Poverty Level - The annual income threshold at or below which families are considered to live in poverty as established by the U.S. Department of Health and Human Services. 2003 Poverty level is listed below.

Size of Family Unit	48 Contiguous States and D.C.
1	\$ 9,310
2	12,490
3	15,670
4	18,850
5	22,030
6	25,210
7	28,390
8	31,570
For each additional person, add	3,180

SOURCE: *Federal Register*, Vol. 69, No. 30, February 13, 2004, pp. 7336-7338

Procedures - A document that specifies the way to perform an activity and identifies the position responsible for its performance.

Profit - An amount in excess of the cost necessary to operate a program. Profit is allowable to the extent it is reasonable as determined during contract negotiations and not in excess of 10% of grant funds. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories for WIA related costs and may be treated differently for other funding sources. Profit may only be earned by private for-profit organizations. Profit is not allowable with City of San Antonio General Funds.

Program Income - For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract; and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

Section 8 Income Guidelines - Income limits established by the Department of Housing and Urban Development (HUD)

HUD 2004 Section 8 Income Guidelines

Family Size	Low Income (80% of Median)	Very Low Income (50% of Median)	Extremely Low Income (30% of Median)
1	\$28,850	\$18,050	\$10,800
2	\$32,950	\$20,600	\$12,350
3	\$37,100	\$23,200	\$13,900
4	\$41,200	\$25,750	\$15,450
5	\$44,500	\$27,800	\$16,700
6	\$47,800	\$29,850	\$17,900
7	\$51,100	\$31,950	\$19,150
8	\$54,400	\$34,000	\$20,400

Service Provider - Also referred to as the contractor.

Supportive Services - May include the following: linkages to community services, assistance with transportation costs, assistance with child care, assistance with housing costs, referrals to medical services, and assistance with uniforms, work related attire, and work related tool costs including eyeglasses.

V. REFERENCES

The following list of resources may be used to find the laws, rules, regulations, and policies referenced in this document.

- **Age Discrimination in Employment Act** of 1967 (Public Law 90-202)
<http://www.eeoc.gov/laws/adea.html>
- **Americans with Disabilities Act**, Public Law 101-336, enacted July 26, 1990
<http://www.usdoj.gov/crt/ada/adahom1.htm>
- **City Charter of the City of San Antonio**
<http://www.sanantonio.gov/atty/reference/charter.htm>
- **City of San Antonio Ethics Code**
<http://www.sanantonio.gov/atty/Ethics/codetext.htm>
- **Civil Rights Act** of 1991 (Public Law 102-166)
<http://www.eeoc.gov/laws/cra91.html>
- Title VII of the **Civil Rights Act** of 1964 (Public Law 88-352)
<http://www.eeoc.gov/laws/vii.html>
- **Code of Federal Regulations (CFR)**
<http://www.hudclips.org/cgi/index.cgi> for CDBG funded activities
<http://www.access.gpo.gov/ecfr> for all other federally funded activities
- Title IX of the **Education Amendments** of 1972 (USC Title 20, Sections 1681-1688)
<http://www.dol.gov/oasam/regs/statutes/titleix.htm>
<http://www.usdoj.gov/crt/cor/coord/titleixstat.htm>
- **Federal Drug-Free Workplace Act** of 1988 as adopted by the Texas Worker's Compensation Commission Rules Chapter 169 <http://wwwprd.twcc.state.tx.us/rules/chapter160-169/169.html>
- **Equal Pay Act** of 1963 (Public Law 88-38)
<http://www.eeoc.gov/laws/epa.html>
- **Employee Retirement Income Security Act (ERISA)** of 1974 (Public Law 93-406)
http://www.efast.dol.gov/ebsa/compliance_assistance.html
- **Fair Labor Standards Act** of 1938, as amended
<http://www.dol.gov/esa/regs/statutes/whd/0002.fair.pdf>
- **Internal Revenue Service (IRS)**
<http://www.irs.gov/index.html> or
<http://www.irs.gov/newsroom/article/0,,id=114320,00.html> (for mileage rates)
- **Occupational Safety and Health Act** regulations

<http://www.osha.gov/comp-links.html>

- **OMB Circulars**

<http://www.whitehouse.gov/omb/circulars/index.html>

- **Public Laws**

<http://www.gpoaccess.gov/plaws/index.html>

NOTE: For most public laws listed in this document, you will need to go to the section of the website entitled “Previous Congresses -- 104th (1995-96) through 108th (2003-04) Congress” then click Search. You search by the number of congress that is the first three numbers in the number of the Public Law. Example: Public Law 104-193 is found in the 104th Congress. Then type in the Public Law number and press Submit. When you get the Search Results simply look in the Hits until you find the Public Law you want to review.

- Sections 501 and 505 of the **Rehabilitation Act** of 1973 (Public Law 93-112)

<http://www.eeoc.gov/laws/rehab.html>

- Section 504 of the **Rehabilitation Act** of 1973 For all contracts

<http://www.dot.gov/ost/docr/regulations/library/REHABACT.HTM>

- For CDBG, ESG and HOPWA contracts

<http://www.hud.gov/progdesc/s-504.cfm>

- For CSBG and CCDF contracts

<http://www.hhs.gov/ocr/504.html>

- Texas Administrative Code TAC)

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC)

- **Texas Comptroller of Public Accounts** (for State Agency mileage rates)

<http://www.window.state.tx.us/comptrol/san/fm.notices.date.html/fm03/fm03-89.html>

http://www.cpa.state.tx.us/comptrol/san/fm_manuals/tag_man/02tag_man/pdftravelallowtoc.html (for State Agency per diem rates)

- **Texas Statutes (Codes)**

<http://www.capitol.state.tx.us>

NOTE: The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.

- **Texas Workforce Commission** <http://www.twc.state.tx.us/>

- **Worker’s Compensation** statutory regulations

<http://www.twcc.state.tx.us/twccinformation.html>

- **Unemployment Insurance** statutory regulations

<http://www.twc.state.tx.us/laws/tuca/tucatoc.html>

- **United States Code (USC)**

<http://uscode.house.gov/usc.htm>

- **United States General Services Commission** (travel per diem rates)
<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>